

BOARD OF EDUCATION**CONTRACT/AMENDMENT/GRANT SUMMARY****FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION****TO: Talia Lomax-O'dneal, Director
Metropolitan Department of Finance**

Contract Number: 2-00695-00

Contractor: Helton Management Group LLC,
D/B/A Education Solutions Services

Start Date: 8-1-17 End Date: 6-30-18

Address: 4707 Papermill Road, Knoxville, TN
37909

PURPOSE OF CONTRACT: Substitute Teacher Services

DOES THIS CONTRACT/AMENDMENT REQUIRE FUNDS AUTHORIZATION BY THE MBPE?

YES

Board Approval Date: 8-8-17

IS THIS CONTRACT WITH A FEDERAL, STATE, OR PUBLIC AGENCY: INTERGOVERNMENTAL
CONTRACT?NO

IS THIS A REVENUE CONTRACT (BOARD OF EDUCATION WILL RECEIVE FUNDS)?

NO**GRANT SUMMARY (IF APPLICABLE)**

Grant Name: _____

Amount expected to receive: \$ _____

Business unit to which it will be deposited: _____

Are matching funds required? YES/NO

If yes, amount of obligation: \$ _____

If yes, specify fund that is being obligated: _____

IF CONTRACT: Amount obligated for current fiscal year: \$1,000,000

IF AMENDMENT: Additional funding obligated: \$ _____

Account number: 80101006.502229.2313920
_____Fund number: 35131
_____

MNPS Contact Person: Amber Tyus

Contract Agent: Jeff Gossage/Brad Wyatt
Phone Number: 259-8543

CONTRACT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND
THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION
AND
HELTON MANAGEMENT GROUP, LLC d/b/a Educational Solutions Services, LLC ("ESS")
FOR
PURCHASE OF SERVICES

This contract ("Contract") is entered into by and between **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education** ("MBPE", "MNPS" or District) and **Helton Management Group, LLC d/b/a Educational Solutions Services, LLC, 4707 Papermill Road #100, Knoxville, TN 37909** ("ESS" or "Contactor")

. This Contract consists of the following:

- a) This document
- b) Exhibit A: List of 24 Schools in Pilot Test for Initial Year
- c) Exhibit B: Contract between Wilson County Board of Education and Helton Management Group, LLC d/b/a Educational Solutions Services, LLC (ESS).

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- a) any properly executed amendment or change order to this Contract, (most recent with first priority),
- b) this document
- c) Exhibit B.

Whereas ESS provides substitute teaching and administrative staff to schools and school systems, the parties agree to the following terms:

1. Terms and Conditions. In addition to the terms listed in this document, the terms in Exhibit B apply and are incorporated by reference into this contract unless there is a conflict of terms. In the event of any such conflict, the terms of this document shall prevail.

2. Duties and Responsibilities of Contractor.

- a) ESS will provide qualified individuals to fill positions requiring substitute teachers or teacher assistants as identified by MNPS (individually as "Employee" and collectively as the "Employees"). District agrees to immediately provide ESS the names and contact information, if available, of substitute teaching/administrative personnel MNPS has previously hired to fill vacancies. ESS will be notified of vacancies requiring substitute teachers or teacher assistants through SmartFind by MNPS staff as promptly as possible.
- b) ESS shall select the Employees it provides to MNPS. Employees will meet all requirements set forth in the Wilson County Contract. MNPS shall have the right to reject any Employee for provision of services to MNPS at any time.

- c) ESS will improve the current fill of 45%, incrementally (month over month) to a standard fill rate of 67% by contract end date.

3. Term.

- a) The term of this Contract will begin August 1, 2017 and end June 30, 2018 ("Initial Term").
- b) The term of this Contract may be extended by mutual agreement between the parties.
- c) In no event shall the term of this Contract exceed five (5) years.

4. Delivery/Commencement of Services.

- Commencement of services under this Contract will begin at a date within the Term of this Contract and as mutually agreed upon by the parties.
- All delivery of services shall be made pursuant to a written purchase order issued by MNPS, which assumes no liability for any services delivered without such purchase order.

5. Mutually Agreed:

- a. All substitutes provide by Contractor will be employees of Contractor and not MNPS.
- b. The parties agree that participating MNPS schools may elect to individually drop out of the program if they are not satisfied with the results.

6. Compensation. Contractor shall invoice MNPS weekly at rates as outlined below:

Certified Substitute:

- 1) Full day rate –\$146.05
- 2) Half day rate –\$73.03

Uncertified Substitute:

- 3) Degreed, Full day rate – \$127.00
- 4) Degreed, Half day rate – \$63.50
- 5) Two-year college, Full day rate – \$114.30
- 6) Two-year college, Half day rate – \$57.15
- 7) High School diploma, Full day rate – \$107.95
- 8) High School diploma, Half day rate – \$53.98

Contractor shall submit a report with invoice to MNPS each week setting forth the services provided in the billing period. Such report shall include, but not be limited to, a description of the type(s) of service(s) provided during the week, date, and time. Weekly invoices and reports are to be submitted to the MNPS Director of Talent Acquisition

review and approval. Payment of invoices may be withheld if documentation is not sufficient. Payment will be authorized only for the approved portion of each invoice. MNPS may request additional documentation or explanation regarding services at any time and Contractor shall respond to such requests promptly with such additional information as MNPS may require.

There will be no other charges or fees for the performance of this Contract. MNPS will make payments within 30 days of receipt of invoice.

ESS may seek price increases pursuant to the RFP but any price increase must be mutually agreed to by both parties and processed via amendment to the contract.

Total compensation under this contract shall not exceed \$1,000,000

7. Contractor Performance Evaluation.

The MNPS Human Resources' staff will be responsible for performing and documenting Contractor's performance evaluation during the term of this Contract.

8. MNPS Right to Inspect. MNPS shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.

9. Taxes. MNPS shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MNPS.

10. Termination for Breach. Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate this Contract if the breaching party has not corrected the cause of the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach by the other party. It shall also be considered a breach of Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days. Contractor may temporarily suspend the Service or remove the applicable MNPS Data, or both, if Contractor in good faith believes that MNPS has violated any Applicable Law as part of using Contractor's System.

11. Termination for Funding. In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, MNPS may exercise one of the following alternatives: (1) terminate this Contract effective upon a date specified in a Termination Notice; or (2) continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding. Any termination or reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract. If MNPS terminates this Contract due to lack of funding, MNPS agrees not to acquire similar services from a third party for the remainder of the Term of the Contract.

12. Termination for Convenience. MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized

expenditures and services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS' exercise of its right to terminate for convenience.

- 13. Effect of Termination.** Upon termination or expiration of this Contract, (a) Contractor will end MNPS' Subscription, and terminate MNPS' access to the Site, Services, Products, and related software, (b) MNPS will immediately pay any fees due and owing prior to the termination date, and (c) upon written request of MNPS, Contractor will make the Site and any Product available for MNPS to export MNPS data for 60 days after termination.
- 14. Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 15. Notices and Designation of Agent for Service of Process.** Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204, with a copy to the recipient for MNPS notices listed below.

- a) All other notices to MNPS shall be mailed or hand delivered to:

Department: Purchasing
Attention: Brad Wyatt
Address: 2601 Bransford Avenue
Nashville, TN 37204
Phone: (615) 259-8543
E-mail address: brad.wyatt@mnps.org

- b) Notices to Contractor shall be sent to:

Contractor: Helton Management Group, LLC d/b/a ESS
Address: 4707 Papermill Road#100, Knoxville, TN 37909
Phone: (615) 981-4192
E-mail address: dhelton@essgroup1.com
Attn: David Helton

- c) Contractor's Federal Tax ID # 812817374

- 16. Maintenance of Records.** Contractor shall maintain documentation for all charges against MNPS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and

upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

- 17. Insurance.** During the term of this Contract, Contractor shall maintain comprehensive general liability insurance, automobile liability insurance, and, if necessary, commercial umbrella insurance, each with limits not less than one million dollars (\$1,000,000.00), each occurrence. The METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 shall be included as an additional insured on the comprehensive general liability policy. Commercial general liability shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than five hundred thousand dollars (\$500,000). A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. **Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.**

MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A. § 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

- 18. School District Statutory Immunity.** Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.
- 19. Contingent Fees.** Contractor hereby represents that Contractor has not been retained, or retained any persons, to solicit or secure a MNPS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.
- 20. Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor, or a person

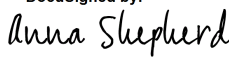
associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.

21. **Non-Discrimination.** It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MNPS' contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MNPS or in the employment practices of MNPS' Contractors. Accordingly, all Contractors entering into contracts with MNPS shall, upon request, be required to show proof of such non-discrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.
22. **Compliance with the Americans with Disabilities Act.** Contractor will provide assurances that it does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities, including hiring or employment practices. The Contractor will insure that qualified applicants and participants with disabilities in its services, programs, or activities have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.
23. **Entire Contract.** This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
24. **Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
25. **Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of MNPS and the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

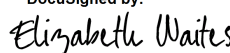
Contract Number: 2-00695-00

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH
THE METROPOLITAN BOARD OF PUBLIC EDUCATION:**

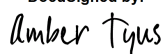
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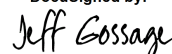
DocuSigned by:

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Chair, MBPE

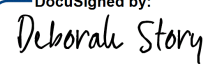
**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

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RECOMMENDED:

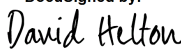
DocuSigned by:

CA1ECAFEE7E9B4C2
Department Head, MNPS

DocuSigned by:

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Director of Purchasing, MNPS

DocuSigned by:

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Executive Staff Member, MNPS

Date Filed: 8/24/2017

**HELTON MANAGEMENT GROUP, LLC d/b/a
EDUCATIONAL SOLUTIONS SERVICES, LLC:**

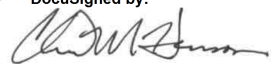
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Digital Signature of Contractor

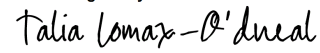
APPROVED AS TO AVAILABILITY OF FUNDS:

80101006.502229.2313920

GG

Account Number

DocuSigned by:

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Chief Financial Officer, MNPS

DocuSigned by:

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Metropolitan Director of Finance

David Helton

Printed Name

Executive Vice President

Title of Officer

Date: 8/16/2017

APPROVED AS TO INSURANCE:

DocuSigned by:

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Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

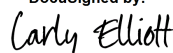
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Metropolitan Attorney

Exhibit A to MNPS Contract# 2-00695-00
List of Schools

1. Allen, Margaret Middle
2. Antioch Middle
3. Apollo Middle
4. Baxter, Jere Middle
5. Buena Vista Elem.
6. Caldwell Elem.
7. Carter-Lawrence Elem.
8. DuPont Tyler Middle
9. Early, John Middle
10. Gra-Mar Middle
11. Harris-Hillman
12. Johnson ALC
13. Litton, Isaac Middle
14. Madison Middle
15. McKissack Middle
16. McMurray Middle
17. Moore, J.T. Middle
18. Murrell
19. Napier Elem.
20. Park Ave. Elem.
21. Robert Churchwell Elem.
22. Rosebank Elem.
23. Two Rivers Middle
24. Warner Elem.

Attachment B to MNPS Contract #2-00695-00

WILSON COUNTY BOARD OF EDUCATION
SUBSTITUTE TEACHER and STAFFING SERVICES AGREEMENT

This Staffing Services Agreement (this "Agreement") is entered into effective as of the 5th day of December 5, 2016 (the "Effective Date") by and between WILSON COUNTY BOARD OF EDUCATION ("District") and HELTON MANAGEMENT GROUP, LLC d/b/a Education Solutions Services, LLC ("ESS").

BACKGROUND STATEMENT

ESS provides substitute teaching and administrative staff to schools and school systems. The District issued a Request For Proposal for staffing services (the "RFP") and ESS was selected to provide staffing services to the District's schools.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1 Staffing Services.

1.1 **RFP Incorporated.** The terms and conditions of the RFP, a copy of which is attached hereto as Exhibit 1, are incorporated herein. To the extent of any conflict between the terms and provisions of this Agreement and the RFP, the terms of the RFP shall control.

1.2 **Employee Selection.** ESS will provide qualified individuals to fill positions requiring substitute teachers or teacher assistants as identified by District (individually an "Employee" and collectively the "Employees"). District agrees to immediately provide ESS the names and contact information, if available, of substitute teaching/administrative personnel the District has previously hired to fill vacancies. ESS will be notified of vacancies requiring substitute teachers or teacher assistants through AESOP by District staff as promptly as possible.

ESS shall select the Employees ESS shall provide to District. Employees will meet all requirements set forth in the RFP. The District shall have the right to reject any Employee for provision of services to District at any time. ESS shall maintain a 95% employee fill rate during the term of this Agreement.

1.2.1 **Qualification.** ESS shall be responsible for verifying work eligibility and teaching or other qualifications. ESS will perform background checks to the extent required by the Tennessee Code Annotated and the District; provided, however, the District agrees to cooperate with ESS and assist ESS in the event governmental agencies will not release criminal background information to private entities. In that event, the District will submit requests for background checks and confirm to ESS, in writing, upon acceptability/unacceptability of a candidate's background at ESS expense.

1.3 **Employee Compensation and Benefits.**

~~1.3.1 Regular Salary. ESS will compensate Employees pursuant to agreement between ESS and each Employee. The District shall direct its personnel not to discuss compensation with Employees at any time.~~

1.3.2 Benefit Plans. Employees will be eligible for whatever ESS benefits each Employee may be entitled to receive under ESS benefit plans as amended from time to time, if any. The District shall direct its personnel not to discuss benefits or make any representations to Employees regarding benefits. Employees will not be eligible for any benefits provided to District employees. ESS shall be responsible for compliance with the Affordable Care Act regulations for its employees.

1.3.3 Other Employee Costs. ESS shall pay and be responsible for: (a) wages and salaries paid to Employees for the services provided under this Agreement; (b) federal, state and local taxes due on amounts paid to Employees; (c) cost of any benefits provided pursuant to Section 1.3.2; (d) amounts due for unemployment insurance as required by state or federal law; (e) amounts due to terminated Employees for accrued vacation annual leave as required by applicable law; (f) liability insurance; and (g) amounts paid for workers compensation insurance, as well as any other necessary insurance, on each Employee.

~~1.4 Exclusivity. The parties agree that during the term of this Agreement, ESS shall be the exclusive provider of substitute and temporary staff to the District.~~

1.5 Cooperative Purchasing. Pursuant to Tenn. Code Ann. § 12-3-1203, other local governmental agencies may purchase the services described herein under the terms and conditions of this Agreement. The District makes no guarantee of such cooperative participation by other governmental agencies and shall only be responsible for purchases by the District. Any purchases by other governmental agencies shall be between ESS and such other agency and shall not affect the obligations of ESS to the District.

1.6 Office. At no cost to ESS, the District will provide office space at the campus of the District's Central office of sufficient size for use by two (2) ESS employees.

Article 2 Financial Agreements.

2.1 Payment For Services. District shall pay ESS for each position filled at the following rates:

(a) Certified Substitute:

- (i) Full day rate – One Hundred Eight and 38/100 Dollars (\$108.38);
- (ii) Half day rate – Fifty Four and 19/100 Dollars (\$54.19).

(b) Uncertified Substitute:

Two year college:

- (i) Full day rate – Ninety-Nine and 30/100 Dollars (\$99.30);
- (ii) Half day rate – Forty-Nine and 65/100 Dollars (\$49.65).

High School Diploma:

- (i) Full day rate – Ninety-three and 40/100 Dollars (\$93.40);
- (ii) Half day rate – Forty-six and 70/100 Dollars (\$46.70).

ESS may seek price increases pursuant to the RFP but any price increase must be mutually agreed to by both parties.

~~2.2 Timing of Payment. ESS shall electronically submit bi-weekly invoices to the District that coincide with ESS payrolls for services provided. Invoices shall be reconciled and approved for payment within 10 days of receipt. District shall deliver payment to a designated ESS employee assigned to District office. Invoices shall be accompanied by detail as specified in the RFP.~~

~~2.3 Penalty. ESS will show a credit of \$25 for each vacant position they do not fill below the 95% guaranteed fill rate they have stated in their proposal. The penalty only applies to vacancies created from teachers requesting leave for sick or personal days.~~

Article 3 Rights, Duties and Obligations of the Parties.

3.1 Work Environment. The parties covenant and agree to comply with all applicable federal, state and local statutes, regulations and ordinances. The District shall provide a safe work environment for all Employees while at District facilities. District and ESS shall assist each other, as necessary, in documentation and resolution of personnel issues. No employee of ESS or District shall be subjected to harassment or discrimination on the grounds of any disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal, state or local law. District and ESS agree that if either party to this Agreement receives a verbal or written discrimination, harassment or other employment complaint from anyone, they will immediately notify the other party in writing of such complaint and provide a copy of any written complaint. Should any discrimination, harassment or other employment complaint be made, ESS and District shall fully cooperate with each other to investigate and respond to the complaint in a professional and efficient manner.

3.2 Policies. ESS Employees will comply with all rules, policies and procedures imposed by the District. The District will provide ESS all rules, policies and procedures for distribution to Employees and will provide any amended or updated policies.

~~3.3 Insurance. Throughout the term of this Agreement, ESS shall maintain insurance as required by the RFP.~~

~~3.4 Confidential Information. Any information exchanged between the parties that is~~

Article 4 Term and Termination.

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue for a period of three (3) years unless earlier terminated pursuant to the terms hereof. This Agreement may be extended for two (2) additional one (1) year periods. The maximum total term of this Agreement is five (5) years.

4.2 Termination. This Agreement may be terminated for convenience at any time on sixty (60) days written notice.

Article 5 Miscellaneous Provisions.

5.1 Entire Agreement. This Agreement and the RFP, except as modified herein, constitute the entire understanding between the parties. All other terms and provisions of any prior agreements between the parties, not related to the services to be provided under this Agreement, shall remain unchanged and the agreements shall remain in full force subject to the term and termination provisions of those agreements.

5.2 Assignment. Except as stated herein this Agreement may not be assigned by either party hereto without the express prior written consent of the other party. This Agreement may be assigned by ESS to an affiliate of ESS, including a parent, subsidiary, or an entity with common majority ownership.

5.3 Amendment. This Agreement may be amended only by a writing signed by the parties. This provision may not be orally waived.

5.4 Severability. If any provision of this Agreement shall be, or shall be adjudged to become, unlawful or contrary to public policy, then that provision shall be deemed null and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

5.5 Article and Section Headings. All article and section headings are included for convenience only and shall not be considered a part of nor shall they affect in any manner the construction or interpretation of this Agreement.

5.6 Survival. The provisions of Section 3.4 shall survive the termination of this Agreement for any reason.

5.7 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original constituting but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, intending to be legally bound, effective as of the date written above.

HELTON MANAGEMENT GROUP, LLC d/b/a
EDUCATION SOLUTIONS SERVICES, LLC

WILSON COUNTY SCHOOLS

By: *Jason David Helton* (*Jason David Helton*)
Its: Executive Vice President

By: *David L. Shyer*
Its: Director of Schools

By: *Larry Tamlinson*
Its: Chairman of the Board

HELTMAN-01

RDICK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Shafer Insurance Agency, Inc. 1100 Marion Street Suite 200 Knoxville, TN 37921	CONTACT NAME: Deena "Rene" Dick PHONE (A/C, No, Ext): (865) 292-1104 FAX (A/C, No): E-MAIL ADDRESS: rdick@shaferinsurance.com	
	INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Insurance Company INSURER B : Accident Fund Ins. Company of America INSURER C : INSURER D : INSURER E : INSURER F :	
INSURED Helton Management Group, LLC dba Education Solution Services LLC Attn Phil French 4707 Papermill Road #100 Knoxville, TN 37909	NAIC # 10166	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab \$1,000,000 <input checked="" type="checkbox"/> Sexl Misc Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1682219	07/11/2017	07/11/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK1682219	07/11/2017	07/11/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHUB592628	07/11/2017	07/11/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ Aggregate \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WCV6130521	07/11/2017	07/11/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Metropolitan Nashville Public Schools is included as Additional Insured

CERTIFICATE HOLDER

CANCELLATION

Metropolitan Nashville Public Schools 2601 Bransford Avenue Nashville, TN 37204	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Certificate Of Completion

Envelope Id: 38090AC812D7451085CA8F1DC89A1B2D
 Subject: Helton Management Group d/b/a Educational Solutions Services, LLC 2-00695-00
 Source Envelope:
 Document Pages: 15
 Supplemental Document Pages: 0
 Certificate Pages: 6
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:
 Brad Wyatt

2601 Bransford Ave
 Nashville, TN 37204
 brad.wyatt@mnps.org
 IP Address: 96.4.9.1

Record Tracking

Status: Original
 8/16/2017 10:33:33 AM

Holder: Brad Wyatt
 brad.wyatt@mnps.org

Location: DocuSign

Signer Events

Jeff Gossage
 Jeff.Gossage@mnps.org
 Director of Purchasing
 MNPS

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

David Helton
 dhelton@essgroup1.com
 Executive Vice President

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 8/16/2017 10:59:26 AM
 ID: f7c4224d-9778-4864-9df5-b104d9af2a32

Amber Tyus
 Amber.Tyus@mnps.org

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Glenda Gregory
 Glenda.gregory@mnps.org

Security Level: Email, Account Authentication
 (None)

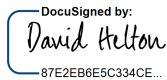
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Timestamp

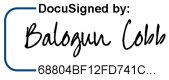
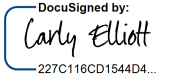

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Sent: 8/16/2017 10:42:42 AM
 Viewed: 8/16/2017 10:59:26 AM
 Signed: 8/16/2017 11:21:02 AM

Sent: 8/16/2017 11:21:05 AM
 Viewed: 8/17/2017 9:55:43 AM
 Signed: 8/17/2017 9:58:15 AM

Sent: 8/16/2017 11:21:05 AM
 Viewed: 8/16/2017 12:50:31 PM
 Signed: 8/16/2017 5:32:54 PM

Signer Events	Signature	Timestamp
<p>Deborah Story deborah.story@mnps.org Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  41BB07F97AB4491...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 8/17/2017 9:58:18 AM Viewed: 8/18/2017 4:12:30 PM Signed: 8/18/2017 4:13:50 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/18/2017 4:12:30 PM ID: f6e25736-d205-45c5-8492-fe632717093c</p>		
<p>Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  E7455D2A3FD74A4...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 8/18/2017 4:13:53 PM Viewed: 8/18/2017 4:14:16 PM Signed: 8/18/2017 4:14:48 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 10/6/2013 8:41:36 PM ID: 51a69a5d-a0b4-4155-bc59-1cfd0c183010</p>		
<p>Anna Shepherd cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  99556DC07EDF4A0...</p> <p>Using IP Address: 96.4.9.1</p>	<p>Sent: 8/18/2017 4:14:51 PM Viewed: 8/22/2017 8:56:42 AM Signed: 8/22/2017 8:56:51 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/22/2017 8:56:42 AM ID: 43423ed6-a882-4fbf-93b7-c208ec6cc73a</p>		
<p>Chinita White Chinita.White@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p>DS </p> <p>Using IP Address: 170.190.198.191</p>	<p>Sent: 8/22/2017 8:56:53 AM Viewed: 8/22/2017 10:43:19 AM Signed: 8/22/2017 10:44:34 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 11/18/2013 11:18:21 AM ID: 46dcd694-ee3f-43ce-8974-163755b4219c</p>		
<p>Talia Lomax-O'dneal talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:  6ACD297069E14E9...</p> <p>Using IP Address: 70.214.99.161 Signed using mobile</p>	<p>Sent: 8/22/2017 10:44:37 AM Viewed: 8/22/2017 11:13:30 AM Signed: 8/22/2017 11:14:12 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 8/22/2017 11:13:30 AM ID: 598ce6c1-7de6-4983-aa3f-08b105e5de3c</p>		
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 8/22/2017 11:14:15 AM Viewed: 8/22/2017 2:44:29 PM Signed: 8/22/2017 2:51:05 PM</p>
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Signer Events	Signature	Timestamp
<p>Balogun Cobb Balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 12/16/2013 9:15:56 AM ID: f09ba54f-35ed-45e3-b42c-7144f4e60a8d</p>	<p>DocuSigned by:  68804BF12FD741C...</p> <p>Using IP Address: 170.190.198.144</p>	<p>Sent: 8/22/2017 2:51:08 PM Viewed: 8/22/2017 3:41:21 PM Signed: 8/22/2017 3:42:43 PM</p>
<p>Carly Elliott carly.elliott@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/24/2017 2:16:43 PM ID: 9b6faa5b-7e6f-442b-8f1e-496e70dd599a</p>	<p>DocuSigned by:  227C116CD1544D4...</p> <p>Using IP Address: 170.190.198.144</p>	<p>Sent: 8/22/2017 3:42:46 PM Viewed: 8/24/2017 2:16:43 PM Signed: 8/24/2017 2:30:28 PM</p>
<p>Elizabeth Waites Marlene.fuller@nashville.gov Metropolitan clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/24/2017 2:52:30 PM ID: 75406d87-9310-4281-b42f-7e2f189a38fa</p>	<p>DocuSigned by:  5AB6D267B7D34CD...</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 8/24/2017 2:30:33 PM Viewed: 8/24/2017 2:52:30 PM Signed: 8/24/2017 2:52:38 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 8/24/2017 1:41:33 PM ID: 70faf33b-2389-4d8c-a116-2f6664071d23</p>	<div>COPIED</div>	<p>Sent: 8/24/2017 2:30:31 PM Viewed: 8/24/2017 2:57:28 PM</p>
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/24/2017 2:30:33 PM
Certified Delivered	Security Checked	8/24/2017 2:52:30 PM
Signing Complete	Security Checked	8/24/2017 2:52:38 PM
Completed	Security Checked	8/24/2017 2:52:38 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Metro Nashville Public Schools:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: gary.appenfelder@mnps.org

To advise Metro Nashville Public Schools of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at gary.appenfelder@mnps.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to gary.appenfelder@mnps.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to gary.appenfelder@mnps.org and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Metro Nashville Public Schools as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Metro Nashville Public Schools during the course of my relationship with you.



BOARD OF EDUCATION AMENDMENT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Talia Lomax-O'dneal, Director
Metropolitan Department of Finance

Contract Number: 2-00695-00A1

Contractor: Education solutions Services Sub

Sourcing Method: Piggy-Back

Start Date: 8-1-17 End Date: 6/30/2018

Address: 4707 Ppermill Road

City: Knoxville

State: TN

Zip: 37909

Supplier Number: 308662

Supplier Email: dhelton@essgroup1.com

PURPOSE OF CONTRACT:

Substitute Teacher Services

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes**

Board Approval Date: **6/26/2018**

Is this an Intergovernmental Contract? **No**

Is this a Revenue contract (Board of Education will receive funds)? **No**

Is there DBE Participation? **No**

Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV

Value of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:

Amount expected to receive:

Business unit to which it will be deposited:

Are matching funds required? **No**

If yes, amount of obligation:

If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

The additional funding obligated by the amendment: \$250,000

The not to exceed contract value is: \$1,250,000

BUDGET INFORMATAION:

Account number: 80101006.502229.1200910 Fund number: 35131

RS GG GP

MNPS Contact Person: Amber Tyus

Phone Number: 615-259-8678308

Contract Agent: Brad Wyatt

Phone Number: 615-259-8543

**AMENDMENT NUMBER 1 TO
METROPOLITAN BOARD OF PUBLIC EDUCATION CONTRACT
WITH
HELTON MANAGEMENT GROUP, LLC d/b/a Educational Solutions Services, LLC (“ESS”)
FOR
PURCHASE OF SERVICES**

This amendment is entered into by and between the **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education (“MBPE” or “MNPS”)** and **Helton Management Group, LLC d/b/a Educational Solutions Services, LLC, 4707 Papermill Road #100, Knoxville, TN 37909 (“ESS” or “Contractor”)**

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement filed with the Metro Clerk’s Office on August 24, 2017, MBPE Contract 2-00695-00, collectively hereinafter the “Contract”, the parties hereby agree as set forth below.

1. Section 6 “Compensation” is hereby modified as follows:
 - Available compensation under the contract is hereby increased \$250,000 for a new not to exceed amount of \$1,250,000.
2. Subject to the modifications set forth in this Amendment, the above-referenced Contract between the parties is hereby ratified and confirmed.
3. This Amendment shall not be binding upon the parties until it has been signed first by the authorized representatives of Contractor, by the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

Contract Number: 2-00695-00A1

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND
THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:**

APPROVED:

Anna Shepherd

MBPE Board Chair

David Briley

Mayor

RECOMMENDED:

Jeff Gossage

Director of Procurement

Sharon Pertiller

Department Head

Deborah Story

Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

80101006.502229.1200910

Account #:

Chad M. Johnson

Chief Operating Officer

Talia Lomax-O'Dneal

Metropolitan Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Carly Elliott

Metropolitan Attorney

CONTRACTOR:

Education Solutions Services

Firm/Organization

David Helton

Signature

David Helton

Name

Executive Vice President

Title

6/9/2018 | 6:53 AM CDT

Date

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Elizabeth Waites

Metropolitan Clerk

7/2/2018 | 2:04 PM CDT

Date Filed

Certificate Of Completion

Envelope Id: F3CFADF9817643658C9455E13F0DBBA8

Status: Completed

Subject: Helton Management Group d/b/a Educational Solutions Services, LLC 2-00695-00

Source Envelope:

Document Pages: 3

Signatures: 10

Envelope Originator:

Certificate Pages: 4

Initials: 7

Brad Wyatt, CPPO

AutoNav: Enabled

2601 Bransford Ave

Envelopeld Stamping: Enabled

Nashville, TN 37204

Time Zone: (UTC-06:00) Central Time (US & Canada)

brad.wyatt@mnps.org

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Status: Original

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Jeff Gossage

Jeff.Gossage@mnps.org

Director, Procurement Department

MNPS

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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David Helton

dhelton@essgroup1.com

Executive Vice President

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Sent: 6/8/2018 10:09:25 AM

Viewed: 6/9/2018 6:51:46 AM

Signed: 6/9/2018 6:53:33 AM

Amber Tyus

Amber.Tyus@mnps.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



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Sent: 6/9/2018 6:53:34 AM

Viewed: 6/10/2018 9:29:04 PM

Signed: 6/10/2018 9:30:00 PM

Gary Pope

gary.pope@mnps.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign



Using IP Address: 96.4.9.1

Sent: 6/9/2018 6:53:34 AM

Viewed: 6/11/2018 8:12:10 AM

Signed: 6/11/2018 8:18:13 AM

Glenda Gregory

Glenda.gregory@mnps.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:



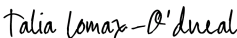


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Signed: 6/11/2018 8:36:04 AM

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
Sharon Pertiller Sharon.Pertiller@mnps.org Security Level: Email, Account Authentication (None)	 Using IP Address: 66.87.153.213 Signed using mobile	Sent: 6/11/2018 8:18:15 AM Viewed: 6/12/2018 8:08:43 AM Signed: 6/12/2018 8:09:04 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Deborah Story deborah.story@mnps.org Security Level: Email, Account Authentication (None)	 Using IP Address: 107.223.161.229	Sent: 6/12/2018 8:09:06 AM Viewed: 6/14/2018 10:49:43 PM Signed: 6/14/2018 10:50:36 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Brad Wyatt brad.wyatt@mnps.org Contract Officer Metro Nashville Public Schools Security Level: Email, Account Authentication (None)	Completed Using IP Address: 96.4.9.1	Sent: 6/14/2018 10:50:38 PM Viewed: 6/27/2018 8:14:01 AM Signed: 6/27/2018 8:14:06 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None)	 Using IP Address: 107.77.233.140 Signed using mobile	Sent: 6/27/2018 8:14:08 AM Viewed: 6/27/2018 9:03:16 AM Signed: 6/27/2018 9:03:35 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Anna Shepherd cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None)	 Using IP Address: 96.4.9.1	Sent: 6/27/2018 9:03:37 AM Viewed: 6/27/2018 10:51:11 AM Signed: 6/27/2018 10:51:21 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Richard Swiger richard.swiger@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.190	Sent: 6/27/2018 10:51:24 AM Viewed: 6/29/2018 9:18:35 AM Signed: 6/29/2018 9:29:04 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Talia Lomax-O'dneal DONNA.FOSTER@nashville.gov Security Level: Email, Account Authentication (None)	 Using IP Address: 170.190.198.100	Sent: 6/29/2018 9:29:06 AM Viewed: 6/29/2018 9:42:35 AM Signed: 6/29/2018 9:45:37 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Not Offered via DocuSign		
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 6/29/2018 9:45:39 AM Viewed: 6/29/2018 2:55:55 PM Signed: 6/29/2018 3:07:09 PM</p>
<p>Carly Elliott carly.elliott@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Carly Elliott</i></p> <p>Using IP Address: 63.153.21.56 Signed using mobile</p>	<p>Sent: 6/29/2018 3:07:11 PM Viewed: 7/2/2018 10:58:24 AM Signed: 7/2/2018 10:58:49 AM</p>
<p>Richard Riebeling Richard.riebeling@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>RR</i></p> <p>Using IP Address: 174.195.136.9 Signed using mobile</p>	<p>Sent: 7/2/2018 10:58:53 AM Viewed: 7/2/2018 11:51:57 AM Signed: 7/2/2018 11:52:08 AM</p>
<p>David Briley david.briley@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>David Briley</i></p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 7/2/2018 11:52:10 AM Viewed: 7/2/2018 1:39:49 PM Signed: 7/2/2018 1:40:01 PM</p>
<p>Elizabeth Waites Marlene.fuller@nashville.gov Metropolitan clerk Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Elizabeth Waites</i></p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 7/2/2018 1:40:03 PM Viewed: 7/2/2018 2:04:22 PM Signed: 7/2/2018 2:04:32 PM</p>
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p>COPIED</p>	<p>Sent: 7/2/2018 10:58:52 AM</p>

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jackie Taylor jackie.taylor@mnps.org Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 7/2/2018 2:04:35 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Notary Events	Signature	Timestamp
Envelope Summary Events		
Envelope Sent	Hashed/Encrypted	7/2/2018 2:04:35 PM
Certified Delivered	Security Checked	7/2/2018 2:04:35 PM
Signing Complete	Security Checked	7/2/2018 2:04:35 PM
Completed	Security Checked	7/2/2018 2:04:35 PM
Payment Events		
	Status	Timestamps



BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Talia Lomax-O'dneal, Director
Metropolitan Department of Finance

Contract Number: 2-308662-00 Contractor: ESS Southeast, LLC
Sourcing Method: Piggy-Back Wilson County Board of Education
Start Date: 11/14/2018 End Date: 11/13/2023
Address: 9202 S. Northshore Drive City: Knoxville State: TN Zip: 37922
Supplier Number: 308662 Supplier Email: Dhelton@ess.com

PURPOSE OF CONTRACT:

Provision of staffing services for Nutrition Services to provide Café Assistants.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes**

Board Approval Date: **11/13/2018**

Is this an Intergovernmental Contract? **No**

Is this a Revenue contract (Board of Education will receive funds)? **No**

Is there DBE Participation? **No** Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV

Value of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:

Amount expected to receive:

Business unit to which it will be deposited:

Are matching funds required? **No**

If yes, amount of obligation:

If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is: \$250,000

Select from the drop-down \$2,500,000

BUDGET INFORMATAION:

Account number: 80705xxx.502331.1440599 Fund number: 35158

GP RS

MNPS Contact Person: Spencer Taylor
Phone Number: 615-259-8469

Contract Agent: Stephen Pitman
Phone Number: 615-259-8619

CONTRACT BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE
METROPOLITAN BOARD OF PUBLIC EDUCATION
AND
ESS SOUTHEAST, LLC
FOR
PURCHASE OF SERVICES

This contract ("Contract") is entered into by and between **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education** ("MBPE" or "MNPS") and **ESS Southeast, LLC ("ESS")** ("Contractor"). This Contract consists of the following:

- a) This document,
- b) Attachment A: Contract between Wilson County Board of Education and Helton Management Group, LLC d.b.a. Education Solutions Services, LLC dated December 5th, 2016.

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- a) Any properly executed amendment or change order to this Contract, (most recent with first priority),
 - b) This Contract,
 - c) Attachment A.
1. **Terms and Conditions.** In addition to the terms listed in this document, the terms in Exhibit A apply and are incorporated by reference into the contract unless there is a conflict of terms. In the event of any such conflict, the terms of this document shall prevail.
 2. **Duties and Responsibilities of Contractor.** Contractor agrees to provide and MNPS agrees to purchase the services generally defined below and in Attachment A. Services provided under this Contract will be ordered and supplied on an as needed basis only. Nothing in this Contract shall be construed as a minimum guarantee of services to be ordered from Contractor.
 3. **Contractor Qualifications.** Contractor represents that it has in effect all licenses, permissions, certifications, and otherwise all legal qualifications to perform under this Contract.
 4. **Term.**
 - a) The term of this Contract will begin 11/14/2018 and end 11/13/2023.
 - b) This Contract may be extended by written Amendment executed by all parties and their signatories hereto.
 - c) In no event shall the term of this Contract exceed five (5) years.
 5. **Delivery.** All delivery of services shall be made pursuant to a written purchase order issued by MNPS, which assumes no liability for any services delivered without such purchase order.

6. Compensation.

- a) Contractor shall to be paid in accordance with Attachment A and the following:
 - i) Food Service Worker
 - a) **\$400 upon screening for District Direct Hire**
 - b) **\$14.33 per hour for ESS Substitute**
- b) Contractor shall submit a written report with invoice to MNPS each month setting forth the services provided in the billing period. Such report shall include, but not be limited to, a description of the type(s) of service(s) provided during the month, date, time, names of Contractor's personnel performing the service and duration of service, agendas, sign-in sheets, and attendance rosters. Invoices and monthly reports are to be submitted to Spencer Taylor for review and approval. Payment of invoices may be withheld if documentation is not sufficient. Payment will be authorized only for the approved portion of each invoice. MNPS may request additional documentation or explanation regarding services at any time and Contractor shall respond to such requests promptly with such additional information as MNPS may require.
- c) MNPS will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payments within 60 days. MNPS will make reasonable efforts to make payments to small businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.
- d) Total compensation for this Contract shall not exceed \$2,500,000.

7. Contractor Performance Evaluation.

- a) Spencer Taylor will be responsible for performing and documenting Contractor's performance evaluation during the term of this Contract.
- b) Contractor performance will be evaluated based on:
 - i) Providing requested staffing personnel in a timely manner.

8. Piggyback Clause. MBPE reserves the right to extend the terms, conditions, and prices of this contract to other Institutions (such as State, Local and/or Public Agencies) who express an interest in piggybacking on this contract. Each of the piggyback institutions will issue their own purchasing documents for the goods/services. Contractor agrees that MBPE shall bear no responsibility or liability for any agreements between Contractor and the other Institution(s) who desire to exercise this option.

9. MNPS Right to Inspect. MNPS shall have the right to inspect any facility or project site, upon reasonable notice to Contractor, where the products/services provided under this Contract are to be produced/performed.

10. Taxes. MNPS shall not be responsible for any taxes that are imposed on Contractor. Furthermore, Contractor understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to MNPS.

11. License. Contractor warrants and represents that it is the owner of or otherwise has the right to and does hereby grant MNPS a license to use any software provided for the purposes for which the software was obtained.

12. Copyright, Trademark, Service Mark, or Patent Infringement.

- a) Contractor shall, at its own expense, be entitled to and shall have the duty to defend any suit which may be brought against MNPS to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. Contractor shall further indemnify and hold harmless MNPS against any award of damages and costs made against MNPS by a final judgment of a court of last resort in any such suit. MNPS shall provide Contractor immediate notice in writing of the existence of such claim, and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable Contractor to do so. No costs or expenses shall be incurred for the account of Contractor without its written consent. MNPS reserves the right to participate in the defense of any such action. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon MNPS unless approved by the Metropolitan Department of Law Settlement Committee and, where required, the Metropolitan Council.
- b) If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing Contractor's obligation to satisfy the final award, Contractor may at its option and expense:
 - i) Procure for MNPS the right to continue using the products or services, or
 - ii) Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to MNPS, so that they become non-infringing, or
 - iii) Remove the products or discontinue the services and cancel any future charges pertaining thereto, provided, however, that Contractor will not exercise option b.iii. until Contractor and MNPS have determined that options b) i) and b) ii) are impractical.
- c) Contractor shall have no liability to MNPS, however, if any such infringement or claim thereof is based upon or arises out of:
 - i) The use of the products or services in combination with apparatus or devices not supplied or else approved by Contractor, or
 - ii) The use of the products or services in a manner for which the products or services were neither designated nor contemplated, or
 - iii) The claimed infringement in which MNPS has any direct or indirect interest by license or otherwise, separate from that granted herein.

13. Termination for Breach. Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the other party shall have the right to immediately terminate this Contract if the breaching party has not corrected the cause of the breach to the satisfaction of the other party within thirty (30) days of written notification of the breach by the other party. It shall also be considered a breach of Contract if a party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to that party and is not dismissed within thirty (30) days.

14. Termination for Funding. In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, MNPS may exercise one of the following alternatives: (1) terminate this Contract effective upon a date specified in a Termination Notice; or (2) continue this Contract by reducing, through written notice to Contractor, the amount of this Contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding. Any termination or

reduction of this Contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this Contract.

- 15. Termination for Convenience.** MNPS may terminate this Contract at any time upon thirty (30) days written notice to Contractor. Contractor shall be paid in full for all authorized expenditures and services satisfactorily provided to date, but in no case shall MNPS be liable to Contractor for compensation for any service which has not been rendered. A termination for convenience shall not be a breach of this Contract by MNPS. The final decision as to the amount, for which MNPS shall be liable, shall be determined by MNPS. Contractor shall not have any right to any actual general, special, consequential, incidental, or any other damages whatsoever of any description or amount for MNPS' exercise of its right to terminate for convenience.
- 16. Compliance with Laws.** Contractor agrees to comply with any applicable federal, state and local laws and regulations.
- 17. Assignment - Consent Required.** The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to Contractor under this Contract, neither this Contract nor any of the rights and obligations of Contractor hereunder shall be assigned or transferred in whole or in part without the prior written consent of MNPS. Any such assignment or transfer shall not release Contractor from its obligations hereunder.
- 18. Notices and Designation of Agent for Service of Process.** Notice of assignment of any rights to money due to Contractor under this Contract MUST be mailed or hand delivered to the attention of the DIRECTOR OF FINANCIAL OPERATIONS, FINANCIAL OPERATIONS, METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204, with a copy to the recipient for MNPS notices listed below.
- a) All other notices to MNPS shall be mailed or hand delivered to:
- | | |
|-----------------|--|
| Department: | Procurement |
| Attention: | Director of Procurement |
| Address: | 2601 Bransford Avenue
Nashville, TN 37204 |
| Phone: | (615) 259-8400 |
| E-mail address: | purchasing@mnps.org |
- b) Notices to Contractor shall be sent to:
- | | |
|-----------------|--|
| Contractor: | ESS Southeast, LLC |
| Attention: | David Helton |
| Address: | 9202 S. Northshore Drive, Knoxville, TN 37922 |
| Phone: | (865) 888-9244 |
| E-mail Address: | DHelton@ess.com |
- c) Contractor designates the following as the Contractor's agent for service of process and will waive any objection to service of process if process is served upon this agent:
- | | |
|-------------------|---|
| Designated Agent: | ESS Southeast, LLC |
| Attention: | David Helton |
| Address: | 9202 S. Northshore Drive, Knoxville, TN 37922 |
| Phone: | (865) 888-9244 |

Email Address: DHelton@ess.com

d) Contractor's Federal Tax ID # 81-2817374

- 19. Maintenance of Records.** Contractor shall maintain documentation for all charges against MNPS. The books, records, and documents of Contractor, insofar as they relate to work performed or money received under the Contract, shall be maintained for a period of five (5) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by MNPS or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.
- 20. MNPS Property.** Any MNPS property, including but not limited to books, records, and equipment, that are in Contractor's possession, shall be maintained by Contractor in good condition and repair, and shall be returned to MNPS by Contractor upon termination of the Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be MNPS property.
- 21. Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
- 22. Criminal Background Checks.** Contractor shall comply, and shall assure that any of its subcontractors performing work under this Contract comply, with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

When applying for the background check defined above, Contractor's employees and subcontractors must specify the MNPS ORI code (TN930050Z) for results reporting.

The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

- 23. Insurance.** During the term of this Contract, Contractor shall maintain comprehensive general liability insurance, automobile liability insurance, sexual abuse/molestation insurance and, if necessary, commercial umbrella insurance, each with limits not less than one million dollars (\$1,000,000.00), each occurrence. The METROPOLITAN BOARD OF PUBLIC EDUCATION, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 shall be included as an additional insured on the comprehensive general liability policy. Commercial general liability shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance. Contractor shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance with limits of not less than five hundred thousand dollars (\$500,000). A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this

Contract. **Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.**

Contractor shall also assure that any subcontractors of Contractor who perform work under this Contract maintain the insurance coverages and limits as are required of Contractor.

MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A. § 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.

24. Confidentiality, Student Records.

- a) Contractor shall keep in strict confidence as required and to the fullest extent required by any Applicable Law, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") 20 U.S.C. § 1232g and the Children's Online Privacy Protection Act of 1998 ("COPPA") 15 U.S.C. § 6501-6506, any and all records and information, in whatever form or format received, pertaining to MNPS' individual students and children, including but not limited to any academic or grade information, attendance, truancy, discipline, receipt of special education services or supplemental educational services, social security or public benefits, or information as to race, ethnicity, or disability.
- b) With regard to any reports, studies, or other works developed in the course of this Contract, or as a result thereof, Contractor shall not publish Confidential Information or any other information which identifies students, employees, or officers of MNPS by full name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian. Contractor shall provide to MNPS for its review any proposed publication, brochure, or advertisement in which MNPS is named not less than thirty (30) calendar days prior to submission for publication and Contractor shall remove MNPS' name or information identifying MNPS from the publication if MNPS requests removal. Contractor shall not issue, publish, or divulge any Materials developed or used in the performance of this Contract or make any statement to the media relating to this Contract without the prior consent of MNPS.

25. Indemnification and Hold Harmless. Contractor shall indemnify and hold harmless MNPS, its officers, agents and employees from:

- a) Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Contractor, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the Contract.
- b) Any claims, damages, penalties, costs, and attorney fees arising from any failure of Contractor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c) MNPS will not indemnify, defend or hold harmless in any fashion the Contractor from any claims arising from any failure, regardless of any language in any attachment or other document that the Contractor may provide.

26. School District Statutory Immunity. Any other term, covenant, or condition of this Contract to the contrary notwithstanding, the School District, its officers, employees and agents, and the members of the Board of Education, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq.,

and do not waive the defenses of governmental and official immunity derived from such laws. The School District does not waive for itself or its officers, employees, agents, or for members of the Board of Education, any other defenses or immunities available to it or any of them.

- 27. Attorney Fees.** Contractor agrees that, in the event either party deems it necessary to take legal action to enforce any provision of this Contract, and in the event MNPS prevails, Contractor shall pay all expenses of such action including MNPS' attorney fees and costs at all stages of the litigation.
- 28. Force Majeure.** Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.
- 29. Contingent Fees.** Contractor hereby represents that Contractor has not been retained, or retained any persons, to solicit or secure a MNPS contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.
- 30. Gratuities and Kickbacks.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under MNPS contracts.
- 31. Non-Discrimination.** It is the policy of MNPS not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this Contract, Contractor certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in MNPS' contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with MNPS or in the employment practices of MNPS' Contractors. Accordingly, all Contractors entering into contracts with MNPS shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

- 32. Compliance with the Americans with Disabilities Act.** Contractor will provide assurances that it does not discriminate on the basis of disability in admission to, access to, or operations of its program, services, or activities, including hiring or employment practices. The Contractor will insure that qualified applicants and participants with disabilities in its services, programs, or activities have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.
- 33. Governing Law/Venue.** The validity, construction and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the Contractor may provide. Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.
- 34. Waiver.** No waiver of any provision of this Contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- 35. Severability.** Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.
- 36. Entire Contract.** This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.
- 37. Modification of Contract.** This Contract may be modified only by written amendment executed by all parties and their signatories hereto.
- 38. Debarment and Suspension.** Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b) have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c) are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d) has not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
 - e) Contractor shall provide immediate written notice to MNPS if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.
- 39. Effective Date.** This Contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of MNPS and the Metropolitan Government and

Contract Number: 2-308662-00

has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this Contract shall be effective as of the date first written above.

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Contract Number: 2-308662-00

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND
THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:**

APPROVED:

Sharon Gentry
MBPE Board Chair

RECOMMENDED:


Jeff Gossage
Director of Procurement

Spencer Taylor *MDR*
Department Head

Kenneth R. Stark
Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

Account #: 80705xxx.502331.1440599 *GP*


Chief Operating Officer

Talia Lomax-O'Dneal *RS*
Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Balogun Cobb
Metropolitan Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Carly Elliott
Metropolitan Attorney

CONTRACTOR:

ESS Southeast, LLC
Firm/Organization

Charlie Spencer
Signature

Charlie Spencer
Name

Executive Vice President
Title

11/7/2018 | 9:00 AM CST
Date

**FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:**

Elizabeth Waites
Metropolitan Clerk

11/27/2018 | 11:49 AM CST
Date Filed

Exhibit A

WILSON COUNTY BOARD OF EDUCATION
SUBSTITUTE TEACHER and STAFFING SERVICES AGREEMENT

This Staffing Services Agreement (this "Agreement") is entered into effective as of the 5th day of December 5, 2016 (the "Effective Date") by and between WILSON COUNTY BOARD OF EDUCATION ("District") and HELTON MANAGEMENT GROUP, LLC d/b/a Education Solutions Services, LLC ("ESS").

BACKGROUND STATEMENT

ESS provides substitute teaching and administrative staff to schools and school systems. The District issued a Request For Proposal for staffing services (the "RFP") and ESS was selected to provide staffing services to the District's schools.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Article 1 Staffing Services.

1.1 **RFP Incorporated.** The terms and conditions of the RFP, a copy of which is attached hereto as Exhibit 1, are incorporated herein. To the extent of any conflict between the terms and provisions of this Agreement and the RFP, the terms of the RFP shall control.

1.2 **Employee Selection.** ESS will provide qualified individuals to fill positions requiring substitute teachers or teacher assistants as identified by District (individually an "Employee" and collectively the "Employees"). District agrees to immediately provide ESS the names and contact information, if available, of substitute teaching/administrative personnel the District has previously hired to fill vacancies. ESS will be notified of vacancies requiring substitute teachers or teacher assistants through AESOP by District staff as promptly as possible.

ESS shall select the Employees ESS shall provide to District. Employees will meet all requirements set forth in the RFP. The District shall have the right to reject any Employee for provision of services to District at any time. ESS shall maintain a 95% employee fill rate during the term of this Agreement.

1.2.1 **Qualification.** ESS shall be responsible for verifying work eligibility and teaching or other qualifications. ESS will perform background checks to the extent required by the Tennessee Code Annotated and the District; provided, however, the District agrees to cooperate with ESS and assist ESS in the event governmental agencies will not release criminal background information to private entities. In that event, the District will submit requests for background checks and confirm to ESS, in writing, upon acceptability/unacceptability of a candidate's background at ESS expense.

1.3 **Employee Compensation and Benefits.**

1.3.1 Wages/Salary. ESS will compensate Employees pursuant to agreement between ESS and each Employee. The District shall direct its personnel not to discuss compensation with Employees at any time.

1.3.2 Benefit Plans. Employees will be eligible for whatever ESS benefits each Employee may be entitled to receive under ESS benefit plans as amended from time to time, if any. The District shall direct its personnel not to discuss benefits or make any representations to Employees regarding benefits. Employees will not be eligible for any benefits provided to District employees. ESS shall be responsible for compliance with the Affordable Care Act regulations for its employees.

1.3.3 Other Employee Costs. ESS shall pay and be responsible for: (a) wages and salaries paid to Employees for the services provided under this Agreement; (b) federal, state and local taxes due on amounts paid to Employees; (c) cost of any benefits provided pursuant to Section 1.3.2; (d) amounts due for unemployment insurance as required by state or federal law); (e) amounts due to terminated Employees for accrued vacation annual leave as required by applicable law; (f) liability insurance; and (g) amounts paid for workers compensation insurance, as well as any other necessary insurance, on each Employee.

1.4 Exclusivity. The parties agree that during the term of this Agreement, ESS shall be the exclusive provider of substitute and temporary staff to the District.

1.5 Cooperative Purchasing. Pursuant to Tenn. Code Ann. § 12-3-1203, other local governmental agencies may purchase the services described herein under the terms and conditions of this Agreement. The District makes no guarantee of such cooperative participation by other governmental agencies and shall only be responsible for purchases by the District. Any purchases by other governmental agencies shall be between ESS and such other agency and shall not affect the obligations of ESS to the District.

1.6 Office. At no cost to ESS, the District will provide office space at the campus of the District's Central office of sufficient size for use by two (2) ESS employees.

Article 2 Financial Agreements.

2.1 Payment For Services. District shall pay ESS for each position filled at the following rates:

(a) Certified Substitute:

(i) Full day rate – One Hundred Eight and 38/100 Dollars (\$108.38);

(ii) Half day rate – Fifty Four and 19/100 Dollars (\$54.19).

(b) Uncertified Substitute:

Two year college:

- (i) Full day rate – Ninety-Nine and 30/100 Dollars (\$99.30);
- (ii) Half day rate – Forty-Nine and 65/100 Dollars (\$49.65).

High School Diploma:

- (i) Full day rate – Ninety-three and 40/100 Dollars (\$93.40);
- (ii) Half day rate – Forty-six and 70/100 Dollars (\$46.70).

ESS may seek price increases pursuant to the RFP but any price increase must be mutually agreed to by both parties.

2.2 Timing of Payment. ESS shall electronically submit bi-weekly invoices to the District that coincide with ESS payrolls for services provided. Invoices shall be reconciled and approved for payment within 10 days of receipt. District shall deliver payment to a designated ESS employee assigned to District office. Invoices shall be accompanied by detail as specified in the RFP.

2.3 Penalty. ESS will show a credit of \$25 for each vacant position they do not fill below the 95% guaranteed fill rate they have stated in their proposal. The penalty only applies to vacancies created from teachers requesting leave for sick or personal days.

Article 3 Rights, Duties and Obligations of the Parties.

3.1 Work Environment. The parties covenant and agree to comply with all applicable federal, state and local statutes, regulations and ordinances. The District shall provide a safe work environment for all Employees while at District facilities. District and ESS shall assist each other, as necessary, in documentation and resolution of personnel issues. No employee of ESS or District shall be subjected to harassment or discrimination on the grounds of any disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by federal, state or local law. District and ESS agree that if either party to this Agreement receives a verbal or written discrimination, harassment or other employment complaint from anyone, they will immediately notify the other party in writing of such complaint and provide a copy of any written complaint. Should any discrimination, harassment or other employment complaint be made, ESS and District shall fully cooperate with each other to investigate and respond to the complaint in a professional and efficient manner.

3.2 Policies. ESS Employees will comply with all rules, policies and procedures imposed by the District. The District will provide ESS all rules, policies and procedures for distribution to Employees and will provide any amended or updated policies.

3.3 Insurance. Throughout the term of this Agreement, ESS shall maintain insurance as required by the RFP.

3.4 Confidential Information. Any information exchanged between the parties that is

shall be maintained as confidential by the receiving party.

Article 4 Term and Termination.

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue for a period of three (3) years unless earlier terminated pursuant to the terms hereof. This Agreement may be extended for two (2) additional one (1) year periods. The maximum total term of this Agreement is five (5) years.

4.2 Termination. This Agreement may be terminated for convenience at any time on sixty (60) days written notice.

Article 5 Miscellaneous Provisions.

5.1 Entire Agreement. This Agreement and the RFP, except as modified herein, constitute the entire understanding between the parties. All other terms and provisions of any prior agreements between the parties, not related to the services to be provided under this Agreement, shall remain unchanged and the agreements shall remain in full force subject to the term and termination provisions of those agreements.

5.2 Assignment. Except as stated herein this Agreement may not be assigned by either party hereto without the express prior written consent of the other party. This Agreement may be assigned by ESS to an affiliate of ESS, including a parent, subsidiary, or an entity with common majority ownership.

5.3 Amendment. This Agreement may be amended only by a writing signed by the parties. This provision may not be orally waived.

5.4 Severability. If any provision of this Agreement shall be, or shall be adjudged to become, unlawful or contrary to public policy, then that provision shall be deemed null and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

5.5 Article and Section Headings. All article and section headings are included for convenience only and shall not be considered a part of nor shall they affect in any manner the construction or interpretation of this Agreement.

5.6 Survival. The provisions of Section 3.4 shall survive the termination of this Agreement for any reason.

5.7 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original constituting but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement, intending to be legally bound, effective as of the date written above.

HELTON MANAGEMENT GROUP, LLC d/b/a
EDUCATION SOLUTIONS SERVICES, LLC

By: James David Helton (James David Helton)
Its: Executive Vice President

WILSON COUNTY SCHOOLS

By: Deshaun L. Shivers
Its: Director of Schools

By: Larry Tamblin
Its: Chairman of the Board

**WILSON COUNTY BOARD OF EDUCATION
351 STUMPY LANE
LEBANON, TN 37090
615-444-3282
FAX 615-453-7309**

REQUEST FOR PROPOSALS

Vendor Name: _____

Vendor Contact: _____

Address: _____

City/State/Zip: _____

Telephone () _____ Fax: () _____

1. Responding to proposal number: **2017-02**
2. Date of solicitation: **OCTOBER 31, 2016**
3. Proposal receipt/opening date and time: **NOVEMBER 15, 2016 AT 10:00 AM**

Bids MUST be mailed or delivered to Wilson County Board of Education at the address above to arrive by the receipt date listed above.

GENERAL DESCRIPTION OF PRODUCT AND SERVICE

SEE ENCLOSED SPECIFICATION SHEETS

SCOPE OF WORK/SPECIFICATIONS

The purpose of this RFP is to solicit proposals from qualified offerors to provide Wilson County Board of Education with substitute teachers and various miscellaneous staffing. Staffing categories may include, but are not limited to substitute teachers for grades Pre-K thru 12, instructional assistants, tutors, and others as required. Wilson County Board of Education anticipates entering into agreements as needed with qualified vendors(s) beginning upon the approval of the Board of Education.

SCOPE OF WORK / SPECIFICATIONS - DETAILED:

The selected Contractor for this solicitation will enter into a three (3)-year agreement with an option to extend for two (2) additional one-year contracts to provide substitute teachers and various

miscellaneous staff on a daily or as needed basis for instructional services to students attending Wilson County Board of Education, beginning upon the approval of the Board of Education.

The Contractor shall implement a customized strategy tailored specifically to Wilson County Board of Education for the following services:

- a) Recruiting and training all candidates.
- b) The Contractor shall be the Employer for all purposes regarding pay, withholdings, unemployment compensation, benefits (including any and all Affordable Care Act requirements) and workers' compensation.
- c) Developing a recruiting strategy customized to Wilson County Board of Education.
- d) Screening candidates to ensure compliance with State of Tennessee law, Department of Education policies and Wilson County Board of Education's district policies.
- e) Training of candidates in areas such as blood borne pathogens; attendance policies; discipline; student neglect or abuse; school safety and individual school building policies; anti-bullying; orientation program regarding Wilson County Board of Education's District classroom management systems such as lesson plans, grades, etc.; any and all other training related to the candidate's duties as a substitute teacher.
- f) Utilization of a system such as AESOP for scheduling and tracking of call outs, and teacher fill rate.
- g) A guaranteed fill rate of ninety five percent (95%) at the minimum, as determined by the 2016-2017 school year
- h) Ongoing recruitment to ensure that an adequate number of substitutes are available to meet the daily vacancy rate.
- i) Ongoing recruitment to ensure that an adequate number of substitutes are available to meet the daily vacancy rate.
- j) Provide dispatch services, both live and automated, from 5:00 a.m. (CTS) until 10:00 p.m.
- k) Contractor will provide a monthly invoice to include at a minimum the following: Substitute Name, school assignment, Name of Teacher/Grade level Substitute is replacing, assignment date(s), # of hours, and rate of pay for each assignment invoiced that period, with a verification signature from Principal or designee. Contractor will provide the monthly invoice to include purchase order number and contractor invoice number to Wilson County Board of Education Finance Department.
- l) Provide electronic files to Wilson County Board of Education in Human Resource systems.

PERFORMANCE LOCATION:

After award, all services shall be provided to the locations specified by this Solicitation.

INFORMATION FOR OFFEROR TO SUBMIT:

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be submitted in the format outlined below. **Any portion not included will be cause for possible elimination from the proposal process.** Any portions of the submitted proposal that are to be treated by the District as proprietary and confidential information must be clearly marked as such. Proprietary and confidential information submitted by an Offeror shall not be subject to public disclosure; however, the Offeror must invoke this protection by so stating in writing. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secrets or proprietary information. The classification of the entire proposal document, line item prices and/or total proposal prices as proprietary or trade secret information is not acceptable and may result in rejection of the proposal as nonresponsive. By submission of a proposal, you are guaranteeing that all goods meet the requirements of this RFP.

The **Proposal** shall include the information listed below, tabbed and indexed in the following sequence:

1. Executive Summary:

A business or executive summary of the Offeror's firm. Inclusion of historical and financial information about the firm is encouraged. Section is limited to three (3) pages, exempting financials.

2. Table Of Contents

Clearly identify the material by section and by page number.

3. Technical Requirements:

Provide a description of the firm's qualifications, including general information and a brief history of its incorporation. Include a statement about firm's ability to expand services and any other information that may be beneficial to the Wilson County Board of Education in evaluating the firm's qualifications and experience.

Comment on your firm's ability to perform as related to current workload, availability of qualified personnel, and the availability of equipment and facilities. Provide

documentation supporting key personnel in the firm as related to technical training, education and experience.

Please discuss your firm's financial condition.

4. Financial Stability:

Each Offeror must provide their audited end of year financial reports for the last fiscal year.

5. Management Reports:

This section requires a description of any required management reports, including, but not limited to, invoicing which will be provided to the Wilson County Board of Education. Please attach examples of reports and describe any unique reports that can be customized to our specifications. For each report, provide the following information:

- a. Report Name: Title
- b. Description: How is information organized (i.e. major fields)
- c. Frequency: How often are reports issued?

6. Implementation Plan:

Firm's proposal must include a detailed implementation plan clearly identifying how it will accomplish the steps to be taken beginning at the start of the contract period, through contract completion including point of contact, rules of engagement, invoicing, a proposed timeline.

7. References:

Past Performance Reference Information: Offerors shall demonstrate their experience in successfully providing services that were similar in their nature, size, and scope to this solicitation.

8. Firm's Addendum:

This section is provided for the submission of any additional information not included elsewhere and considered to be pertinent to the evaluation of the Request for Proposal.

9. Deliverable Schedule:

The Contractor shall develop and submit to the Wilson County Board of Education the deliverables as depicted in the table on the following page.

Deliverables Schedule		
Deliverable	RFP Paragraph	Due Dates
Implementation Plan, identifying timeline, strategies and processes for all required items.	7	15 days after award
Sample invoice with copy of time sheets	Scope of Work	15 days after award
Weekly, Monthly, Annual Reports as agreed upon during implementation meeting	6	TBD
Monthly Invoice	Scope of Work	7 days after preceding month

Wilson County Board of Education will review and comment on each deliverable within 10 days after officially receiving the deliverable. The contractor shall have 10 working days to revise and re-deliver the product. If the contractor has not received any comments from the Wilson County Board of Education within the 10-day timeframe the deliverable will be considered accepted.

QUALIFICATIONS:

QUALIFICATIONS OF OFFEROR:

In evaluating an Offeror's responsibility, Wilson County Board of Education's Standards of responsibility and information from any other source may be considered. An Offeror must, upon request of the Wilson County Board of Education, furnish satisfactory evidence of its ability to meet all contractual requirements.

QUALIFICATIONS – REQUIRED INFORMATION:

In order to evaluate your responsibility, Offeror shall submit the following information or documentation for the Offeror and any subcontractor,

- a. Include a brief history of the offeror's experience in providing work of similar size and scope or experience working with school systems.
- b. List of failed projects, suspensions, debarments, and significant litigation.

AWARD CRITERIA:

AWARD CRITERIA – PROPOSALS:

Award will be made to the highest ranked, responsive and responsible offeror whose offer is determined to be the most advantageous for the District.

AWARD TO ONE OFFEROR:

Award will be made to one Offeror.

EVALUATION FACTORS - PROPOSALS:

Wilson County Board of Education seeks to achieve the maximum value for the Board, staff, students and community. To that end evaluations of Wilson County Board of Education solicitations shall be based on, but not limited to the following criteria.

- a. Cost: Service pricing and availability;
- b. Value added considerations and benefits to the Wilson County Board of Education.
- c. Quality of service: personnel, and facilities of the firm's organization, as determined solely by the Wilson County Board of Education;
- d. The firm's relevant experience, qualifications, and success in providing a service of the type described in this document;
- e. The firm's reputation for quality service and problem solving within the marketplace;
- f. The contractual terms proposed by the firm that would govern any contract relationship with the Wilson County Board of Education;
- g. The firm's capability to provide requested services in a timely manner as agreed upon;
- h. The firm's financial stability; and

The Scoring Weight for this solicitation is as follows:

- a. Cost – 40%
- b. Qualifications – 20%
- c. Experience in working with school districts – 20%
- d. Implementation Plan – 20%

ORAL PRESENTATIONS:

During the evaluation process, Wilson County Board of Education may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

GENERAL TERMS & CONDITIONS

ASSIGNMENT:

No Contract or its provisions may be assigned, sublet, or transferred without the written consent of the Wilson County Board of Education.

BANKRUPTCY:

- a) Notice: In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all Wilson County Board of Education contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract.
- b) Termination: This Contract is voidable and subject to immediate termination by the Wilson County Board of Education upon the Contractor's insolvency, including the filing of proceedings in bankruptcy.

CHOICE OF LAW:

The Agreement, any dispute, claim or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of Tennessee. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation.

CONTRACT DOCUMENTS & ORDER OF PRECEDENCE:

- a) Any Contract resulting from this solicitation shall consist of the following documents:
 - 1) A Record of Negotiations, if any, executed by You and Wilson County Board of Education,
 - 2) documentation regarding the clarification of an offer,

- 3) the solicitation, as amended,
- 4) modifications, if any, to Your Offer, if accepted by Wilson County Board of Education,
- 5) Your Offer,
- 6) any statement reflecting the Wilson County Board of Education's final acceptance (a/k/a "award"), and
- 7) purchase orders.

These documents shall be read to be consistent and complimentary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

- b) The terms and conditions of documents 1) through 6) above shall apply notwithstanding any additional or different terms and conditions in either:
 - 1) a purchase order or other instrument submitted by the Wilson County Board of Education or
 - 2) any invoice or other document submitted by Contractor. Except as otherwise allowed herein, the terms and conditions of all such documents shall be void and of no effect.
- c) No contract, license, or other agreement containing contractual terms and conditions will be signed by the Wilson County Board of Education. Any document signed or otherwise agreed to by persons other than the Wilson County Board of Education shall be void and of no effect.

DISCOUNT FOR PROMPT PAYMENT:

- a) Discounts for prompt payment will not be considered in the evaluation of Offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a discount for prompt payment in conjunction with the Offer, Offerors awarded contracts may include discounts for prompt payment on individual invoices.
- b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the District annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

DISPUTES:

Choice-of-Forum: All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the Wilson County Board of Education.

EQUAL OPPORTUNITY:

Contractor shall comply with all applicable provisions.

FALSE CLAIMS:

A person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime.

FIXED PRICING REQUIRED:

Any pricing provided by contractor shall include all costs for performing the work associated with that price. Except as otherwise provided in this solicitation, contractor's price shall be fixed for the duration of this contract, including options.

NON-INDEMNIFICATION:

Any term or condition is void to the extent it requires Wilson County Board of Education to indemnify anyone.

NOTICE:

- a) After award, any notices shall be in writing and shall be deemed duly given
 - 1) upon actual delivery, if delivery is by hand,
 - 2) upon receipt by the transmitting party of automated confirmation or answer back from the recipient's device if delivery is by telex, telegram, facsimile, or electronic mail, or
 - 3) upon deposit into the United States mail, if postage is prepaid, a return receipt is requested, and either registered or certified mail is used.
- b) Notice to contractor shall be to the address identified as the Notice Address on Page Two. Notice to the Wilson County Board of Education shall be to the attention of Deputy Director of Schools, Mickey Hall at the address on the Cover Page. Either party may designate a different address for notice by giving notice in accordance with this paragraph.

PAYMENT AND INTEREST:

- a) The Wilson County Board of Education shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this Contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Wilson County Board of Education.
- b) Unless otherwise provided herein, including the purchase order, payment will be made by check.

PUBLICITY:

Contractor shall not publish any comments or quotes by the Wilson County Board of Education employees, or include the Wilson County Board of Education in either news releases or a published list of customers, without the prior written approval of Wilson County Board of Education.

PURCHASE ORDERS:

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS:

Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefore. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the Contract shall be canceled. In the event of a cancellation pursuant to this paragraph, Contractor will be reimbursed the resulting unamortized, reasonably incurred, nonrecurring costs. Contractor will not be reimbursed any costs amortized beyond the initial contract term.

MISCELLANEOUS:

- 1) **SEALED PROPOSALS ONLY.** Faxed proposals **are not** acceptable. PROPOSALS MUST BE CLEARLY MARKED WITH PROPOSAL NUMBER # 2017-02, DESCRIPTION, AND OPENING DATE. Proposer **MUST** use the enclosed envelope cover sheet on the outside of the envelope to include license number, expiration date and classification. Wilson County Board of Education is not responsible for the confidentiality

of proposals inadvertently opened during mailing or receipt thereof. Unsealed proposals will not be accepted. Any proposal received after receipt date and time indicated above will not be considered.

- 2) **PROPOSAL OPENING:** Proposals will be received in the office of the Wilson County Board of Education, 351 Stumpy Lane, Lebanon, TN 37090, on the opening date and time indicated above. Responses received after the receipt deadline indicated above will not be considered.
- 3) Time is of the essence for this proposal. Price and quality of equipment is essential; however, availability of product and ability to perform on schedule will be heavily weighted in the award process. Prospective contractors who are authorized, licensed and capable are requested to submit proposals to provide these needed products and/or services for the Wilson County Board of Education.
- 4) It shall be the responsibility of the proposer to submit a proposal response which complies with: (A) the conditions and specifications of the Request for Proposal; (B) policies and procedures of the Wilson County Board of Education and applicable laws of the State of Tennessee; and (C) any other applicable laws, regulations and requirements. You should include any related literature or material.
- 5) **Mickey Hall, Deputy Director of Schools**, will coordinate with successful contractor after award of Proposal.
- 6) The undersigned hereby declares that the only person, or persons, interested in this Proposal as principal, or principals, is/are named herein. This Proposal is in all respects fair and in good faith without collusion or fraud.
- 7) The Wilson County Board of Education is a tax exempt organization. It is the proposer's responsibility to comply with all local, state and federal laws, regulations, codes, licensing, and other requirements. The proposer must be prepared to substantiate compliance upon request by the Board's representative.
- 8) **IMPORTANT:** Proposer must use bid form included in Bid package and Proposal must be signed by an authorized representative of the company/business placing the Proposal at the time the Proposal is received by the Wilson County Board of Education, if not, Proposal will be rejected at time of Proposal opening.
- 9) The terms of this proposal will be extended to other local government agencies, other municipalities, and Board of Educations. It is, therefore, imperative that billing records be maintained accurately. The Wilson County Board of Education is responsible only for purchases made and received by Wilson County Board of Education
- 10) Amendments to the Tennessee Code Annotated Section 49-5-413 require employers doing business with the Wilson County Board of Education to have their employees' criminal history records checked. No employer or employee shall come in direct contact with school children, children in a childcare program, and/or enter the grounds of a school or childcare

center operated by the Wilson County Board of Education when children are present without this compliance letter on file.

- 11) Any material that is the Wilson County Board of Education's property must remain on the premises of property belonging to the Wilson County Board of Education.
- 12) The work of this project shall not be conducted in such manner as to create any nuisance, or so as to violate any of the ordinances of Wilson County and the State of Tennessee.
- 13) If, at any time during each 12 month term, an awarded vendor refuses or fails to pursue and/or perform the work with diligence as will insure its completion within the time limit specified in this contract, the Wilson County Board of Education, by written notice to that same contractor, may terminate the contractor's right to proceed with the work and the opportunity will be awarded to the next best bidder.
- 14) The vendor shall be responsible for any and all damages to the equipment or facilities during the accomplishment of the work specified.
- 15) The following schools have been identified as containing asbestos material. The vendor shall be responsible for not disturbing these materials during the accomplishment of the work specified. It is the responsibility of the contractor to have read the plan on file at the specific location.

Carroll Oakland Elementary
Gladeville Elementary
Lakeview Elementary
Watertown High School
Mt. Juliet Elementary
Mt. Juliet Middle School

Southside Elementary
Tuckers Crossroads Elementary
Watertown Elementary
West Wilson Middle School
West Elementary

SPECIAL TERMS AND CONDITIONS:

CONTRACTOR'S LIABILITY INSURANCE:

- a) Contractor shall procure from a company or companies lawfully authorized to do business in Tennessee, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.
- b) Coverage shall be at least as broad as:
 - 1) Commercial general Liability (CGL)
 - 2) Auto Liability: with limits no less than \$1,000,000 per accident for bodily injury and property damage.

- 3) Worker's Compensation: As required by the State of Tennessee, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations.
- d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the District, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the District, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.
- e) Prior to commencement of the work, the Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.
- f) Should any of the above described policies be cancelled before the expiration date thereof; notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the District immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.
- g) Contractor hereby grants to the District and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District or applicable Using Government Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.
- h) Any deductibles or self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.
- i) The District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurance, coverage, or other special circumstances.

CONTRACTOR PERSONNEL:

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR'S OBLIGATION – GENERAL:

The contractor shall provide and pay for all materials, tools, equipment, labor and professional and non-professional services, and shall perform all other acts and supply all other things necessary, to fully and properly perform and complete the work. The contractor must act as the prime contractor and assume full responsibility for any subcontractor's performance. The contract will be considered the sole point of contact with regard to all situations, including payment of all charges and the meeting of all other requirements.

DEFAULT:

Left Blank Intentionally

ESTIMATED QUANTITY - UNKNOWN:

The total quantity of purchases of any individual item on the contract is not known. The District does not guarantee that the District will buy any specified item or total amount. The omission of an estimated purchase quantity does not indicate a lack of need but rather a lack of historical information.

INDEMNIFICATION - THIRD PARTY CLAIMS:

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the goods or services acquired hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by an Indemnatee, and whether or not such claims are made by a third party of an Indemnatee; however, if an Indemnatee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnatee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be

construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the WCBOE, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

LICENSES AND PERMITS:

During the term of the contract, the Contractor shall be responsible for obtaining, and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each or any such licenses, permits and/or inspections required by the State, county, city or other government entity or unit to accomplish the work specified in this solicitations and the contract.

MATERIAL AND WORKMANSHIP:

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this Contract are to be new and of the most suitable grade for the purpose intended.

PRICE ADJUSTMENTS:

- a) Method of Adjustment. Any adjustment in the contract price mad pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, it otherwise allowed):
 - 1) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
 - 2) by unit prices specified in the Contract or subsequently agreed upon;
 - 3) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
 - 4) Consumer Price Index (CPI): Contract prices for services and supplies will remain firm for three (3) years. Contractors must request annual price adjustments, in writing, 30 days prior to the renewal date. If a contractor fails to request a CPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the District received their written request. Price adjustments will be made in accordance with the percentage changes in the U.S department of Labor Consumer Price Index (CPI-U) for All Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference

between the CPI in effect for the base year six month average and each six month average, thereafter. The percentage difference between those two CPI issues will be the annual price adjustment rate. Said price adjustment may not, under any circumstances, **exceed three (3) percent** of the price of the contract for the preceding 12 months. No retroactive contract price adjustments will be allowed; or

b) Submission of Price or Cost Data. Upon request of the Procurement Coordinator, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable.

RELATIONSHIP OF THE PARTIES:

Neither party is an employee, agent, partner, or joint venture of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

TERM OF CONTRACT – EFFECTIVE DATE / INITIAL CONTRACT PERIOD:

The anticipated effective date of this contract will be upon the approval of the School Board. The initial term of this agreement is for three (3) years from the effective date.

TERM OF CONTRACT – OPTION TO RENEW:

At the end of the initial term, this contract has the option to renew for two (2) additional one-year contracts, unless contractor receives notice that the Wilson County Board of Education elects not to renew the contract at least thirty (30) days prior to the date of renewal. With the exception of a voluntary extension subject to Wilson County Board of Education Director's approval, this contract expires no later than the last date stated on the maximum contract periods.

TERMINATION FOR CONVENIENCE:

- 1) Termination. Wilson County Board of Education may terminate this contract in whole or in part, for convenience of the District or contractor. Terminating party shall give written notice of the termination to the other party specifying the part of the contract terminated and when termination becomes effective.
- 2) Contractor's Obligations. The contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the contractor will stop work to the extent specified. The contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. Wilson County Board of

Education may direct the contractor to assign the contractor's right, title, and interest under terminated orders or subcontracts to the District. The contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

BIDDING SCHEDULE / PRICE BUSINESS PROPOSAL:

1. The Offeror(s) shall submit pricing for goods and services in the manner stipulated in this document (Cost Proposal). All pricing must be valid for at least 120 days from the solicitation close date. All cost submitted must remain firm for the initial three-year contract period, except for noted price adjustment provisions, to begin with contract execution.
2. Offeror must clearly outline any items with additional cost. The additional cost must be submitted along with this proposal. If additional costs are not submitted, then the District will assume pricing provided includes all cost associated with the requested Substitute/Temporary employee services.

**WILSON COUNTY BOARD OF EDUCATION
351 STUMPY LANE
LEBANON, TN 37090**

BID SHEET

**PROPOSAL 2017-02 – SUBSTITUTE TEACHER AND
VARIOUS MISCELLANEOUS STAFFING**

Substitute services covering all certified positions and classified positions for the Wilson County Board of Education. Price must include all pass-through costs.

Certified Substitute:

FULL DAY RATE: \$ _____

WRITTEN AMOUNT: _____

HALF DAY RATE: \$ _____

WRITTEN AMOUNT: _____

Uncertified Substitute:

FULL DAY RATE: \$ _____

WRITTEN AMOUNT: _____

HALF DAY RATE: \$ _____

WRITTEN AMOUNT: _____

_____ hereby proposes to agree to furnish all
(FIRM NAME)
tools, labor, equipment and materials as specified and necessary for satisfactory completion of the project in accordance with all the specifications, requirements, conditions and terms of the contract documents for the above stated unit price amounts.

AUTHORIZED SIGNATURE

WILSON COUNTY SCHOOLS
Donna L. Wright, Ed.D
 Director of Schools



351 Stumpy Lane, Lebanon TN 37090
 Tel: (615) 444-3282
 Fax: (615) 449-3858

NON-COLLUSION AFFIDAVIT
PROPOSAL #2017-02 – SUBSTITUTE TEACHER AND VARIOUS
MISCELLANEOUS STAFFING

STATE OF TENNESSEE

COUNTY OF _____

I, _____, being first duly sworn, deposes and says that I am the _____
 (Typed or Printed Name) (Title)
 of _____, the party submitting the foregoing Bid proposal ("the Bidder"). In
 (Vendor Name)
 connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or a sham.
3. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other Bidder or anyone else to put in a sham Bid, or to refrain from bidding.
4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price, or that of any other Bidder, or to fix any overhead, profit or cost element of the Bid price, or that of any other Bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The Bidder has not, directly or indirectly, submitted the Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed this _____ day of _____, 20____ at _____
 (City, County, and State)

I declare under penalty of perjury under the laws of the State of Tennessee that the foregoing is true and correct.

 (Signature)

 (Address)

 (Typed or Printed Name)

 (City, County, and State)

Area Code and Telephone Number (_____) _____

WILSON COUNTY SCHOOLS
Donna L. Wright, Ed.D
Director of Schools



351 Stumpy Lane, Lebanon TN 37090
Tel: (615) 444-3282
Fax: (615) 449-3858

DRUG FREE WORKPLACE AFFIDAVIT

STATE OF _____
COUNTY OF _____

The undersigned, principal officer of _____, an employer contracting with the Wilson County Board of Education to provide services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer, who contracts with the state or any local government to provide services, to submit an affidavit stating that such employer has a Drug Free Workplace Program that complies with Title 50, Chapter 9 of the Tennessee Code Annotated.
3. The Company is in compliance with T.C.A. 50-9-113.

Further affidavit saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledges that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal this _____ day of _____, 20_____.

Notary Public

My Commission expires: _____



CERTIFICATE OF LIABILITY INSURANCE

7/1/2019

DATE (MM/DD/YYYY)

11/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:														
INSURED ESS Southeast, LLC 1436122 9202 S. Northshore Drive, Suite 200 Knoxville TN 37922	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee and Liab. Ins. Co.</td> <td>26247</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B: American Guarantee and Liab. Ins. Co.	26247	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 15707938**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	PRA 0991062-00	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	BAP 0130511-00	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	UMB 0369599-00	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Staffing Professional Liability	N	N	PRA 0991062-00	7/1/2018	7/1/2019	\$2,000,000 Ea. Wrongful Act \$2,000,000 Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

Hired Automobile Physical Damage Deductibles: \$1000 comp/\$1,000 collision. Professional Liability is on a claims-made basis; Retro Dates vary. Professional Liability Deductible: \$25,000 per occurrence. METROPOLITAN NASHVILLE PUBLIC SCHOOLS IS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS UNDER GENERAL LIABILITY AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION****15707938**
 METROPOLITAN NASHVILLE PUBLIC SCHOOLS
 2601 BRANSFORD AVENUE
 NASHVILLE TN 37204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 07/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shafer Insurance Agency, Inc. 1100 Marion Street Suite 200 Knoxville, TN 37921	CONTACT NAME: Deena "Rene" Dick PHONE (A/C, No, Ext): (865) 292-1104 FAX (A/C, No): E-MAIL ADDRESS: rdick@shaferinsurance.com														
INSURED ESS Southeast LLC 4707 Papermill Road #100 Knoxville, TN 37909	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Accident Fund Ins. Company of America</td> <td>10166</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Accident Fund Ins. Company of America	10166	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
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INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCV6130521	07/11/2018	07/11/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 UPDATED COI Work Comp Only

CERTIFICATE HOLDER

CANCELLATION

Proof of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Certificate Of Completion

Envelope Id: E8712977620B498F825577FD60069BE1

Status: Completed

Subject: ESS Southeast, LLC 2-308662-00

Source Envelope:

Document Pages: 38

Signatures: 10

Envelope Originator:

Certificate Pages: 4

Initials: 5

Stephen Pitman

AutoNav: Enabled

2601 Bransford Ave

Envelopeld Stamping: Enabled

Nashville, TN 37204

Time Zone: (UTC-06:00) Central Time (US & Canada)

Stephen.Pitman@MNPS.org

IP Address: 96.4.9.1

Record Tracking

Status: Original

Holder: Stephen Pitman

Location: DocuSign

11/6/2018 9:45:43 AM

Stephen.Pitman@MNPS.org

Signer Events

Signature

Timestamp

Jeff Gossage

Stephen.Pitman@mnps.org

Contract Agent

Metropolitan Nashville Public Schools

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

Sent: 11/6/2018 9:57:06 AM

Viewed: 11/6/2018 9:57:53 AM

Signed: 11/6/2018 9:58:04 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Charlie Spencer

cspencer@ess.com

Executive Vice President

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 69.131.219.77

Sent: 11/6/2018 9:58:06 AM

Viewed: 11/7/2018 8:23:59 AM

Signed: 11/7/2018 9:00:05 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gary Pope

Gary.Pope@mnps.org

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

Sent: 11/7/2018 9:00:07 AM

Viewed: 11/7/2018 9:50:44 AM

Signed: 11/7/2018 9:52:00 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael O.D. Robertson

Michael.Robertson@mnps.org

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

Sent: 11/7/2018 9:52:02 AM

Viewed: 11/8/2018 9:44:58 AM

Signed: 11/8/2018 9:45:12 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Spencer Taylor Spencer.Taylor@mnps.org Spencer E. Taylor Executive Director MNPS Nutrition Services Security Level: Email, Account Authentication (None)	Spencer Taylor  Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 11/8/2018 9:45:14 AM Viewed: 11/8/2018 9:47:30 AM Signed: 11/8/2018 9:48:13 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stephen Pitman stephen.pitman@mnps.org Contract Agent Metropolitan Nashville Public Schools Security Level: Email, Account Authentication (None)	Completed  Using IP Address: 96.4.9.1	Sent: 11/8/2018 9:48:15 AM Viewed: 11/14/2018 8:30:33 AM Signed: 11/14/2018 8:30:37 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kenneth R. Stark Kenneth.Stark@mnps.org Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 11/14/2018 8:30:39 AM Viewed: 11/14/2018 8:31:11 AM Signed: 11/14/2018 8:31:31 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None)	  Signature Adoption: Uploaded Signature Image Using IP Address: 65.23.21.104	Sent: 11/14/2018 8:31:33 AM Viewed: 11/14/2018 9:03:21 AM Signed: 11/14/2018 9:04:25 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sharon Gentry cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 98.193.235.70	Sent: 11/14/2018 9:04:27 AM Viewed: 11/15/2018 8:52:18 AM Signed: 11/15/2018 8:52:30 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Richard Swiger Richard.Swiger@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 11/15/2018 8:52:33 AM Viewed: 11/16/2018 8:09:32 AM Signed: 11/16/2018 8:16:38 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
<p>Talia Lomax-O'dneal donna.foster@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Talia Lomax-O'dneal</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 11/16/2018 8:16:40 AM Viewed: 11/16/2018 8:23:10 AM Signed: 11/16/2018 8:25:16 AM</p>
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 11/16/2018 8:25:18 AM Viewed: 11/16/2018 12:21:27 PM Signed: 11/16/2018 12:26:29 PM</p>
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
<p>Balogun Cobb Balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)</p>	<p><i>Balogun Cobb</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 11/16/2018 12:26:31 PM Viewed: 11/16/2018 1:43:13 PM Signed: 11/16/2018 1:44:15 PM</p>
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
<p>Carly Elliott carly.elliott@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Carly Elliott</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144</p>	<p>Sent: 11/16/2018 1:44:18 PM Viewed: 11/26/2018 7:30:51 AM Signed: 11/27/2018 8:45:38 AM</p>
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
<p>Elizabeth Waites Marlene.fuller@nashville.gov Metropolitan clerk Security Level: Email, Account Authentication (None)</p>	<p><i>Elizabeth Waites</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100</p>	<p>Sent: 11/27/2018 8:45:43 AM Viewed: 11/27/2018 11:49:22 AM Signed: 11/27/2018 11:49:48 AM</p>
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	Sent: 11/27/2018 8:45:41 AM
<p>Jackie Taylor jackie.taylor@mnps.org Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	COPIED	<p>Sent: 11/27/2018 11:49:51 AM Viewed: 11/28/2018 7:36:52 AM</p>

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/27/2018 11:49:51 AM
Certified Delivered	Security Checked	11/27/2018 11:49:51 AM
Signing Complete	Security Checked	11/27/2018 11:49:51 AM
Completed	Security Checked	11/27/2018 11:49:51 AM

Payment Events	Status	Timestamps
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